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sums previously paid or any possibility of a claim of damages for breach of the contract. The condition imposed had no tendency to deprive complainant of any fundamental right of citizenship. He could vote and perform his other duties to the state as well in any other county as in Shelby. It is true he could not hold office either in Shelby County or in the City of Memphis while residing elsewhere, or vote there; but his change of residence was of his own choice, and by the same volition he could at any time resume that residence, as already indicated, simply by foregoing future payments. For the same reason there was no impairment of his personal liberty. The obligation as to non-residence was not more onerous than one assumes when he contracts with another for a fixed term to serve him for a consideration promised at some place distant from his home, and compliance with which may even necessitate his residence for the time agreed on in a distant state or even in a foreign country. Such a contract may also, in part at least, be assimilated to one wherein a citizen for a valid consideration agrees not to engage in a particular business for a specified time within a defined and limited area. The latter would, in one aspect, be more onerous, since the obligor in such an undertaking could be prevented by injunction from violating the contract, but in a case of the kind we have under examination no injunction could be obtained."

Injunction—Restraining Disclosure of Trade Secrets.—In *E. I. Du Pont De Nemours Powder Company v. Masland*, in the Supreme Court of the United States (May, 1917, 37 Sup. Ct. R. 575), it was laid down that defendant in a suit to prevent the use or disclosure of secret trade processes the knowledge of which was acquired by him while in the plaintiff's employ, may be enjoined from disclosing any of such alleged processes to experts or witnesses produced during the taking of proofs—defendant's counsel being excepted—with leave to move to dissolve the injunction if occasion to consult experts arises. The court said in part:

"This is a bill to prevent the defendant Walter E. Masland from using or disclosing secret processes the knowledge of which was acquired by the defendant while in the plaintiffs' employ. The defendant admits that he intends to manufacture artificial leather, to which some of the plaintiffs' alleged secret processes relate, but denies that he intends to use any inventions, trade secrets or secret processes of the plaintiffs that he may have learned in any confidential relation, prefacing his denial, however, with the averment that many of the things claimed by the plaintiffs are well known to the trade. A preliminary injunction was refused at first (216 Fed. 271). But before the final hearing the defendant proposed to employ one or more experts and to make such disclosures to them as the prepa-

ration of the defense might require. Thereupon the District Court issued a preliminary injunction against disclosing any of the plaintiffs' alleged processes to experts or witnesses during the taking of proofs, but excepting counsel, with leave to move to dissolve the injunction if occasion to consult experts arose. Later a motion to dissolve was denied and the hearing was continued for a decision by the appellate court (222 Fed. 340). The Circuit Court of Appeals reversed the decree (140 C. C. A. 229, 224 Fed. 689). Before any further order was entered the writ of certiorari was granted by this court.

"The case has been considered as presenting a conflict between a right of property and a right to make a full defense, and it is said that if the disclosure is forbidden to one who denies that there is a trade secret, the merits of his defense are adjudged against him before he has a chance to be heard or to prove his case. We approach the question somewhat differently. The word 'property' as applied to trade marks and trade secrets is an unanalyzed expression of certain secondary consequences of the primary fact that the law makes some rudimentary requirements of good faith. Whether the plaintiffs have any valuable secret or not, the defendant knows the facts, whatever they are, through a special confidence that he accepted. The property may be denied, but the confidence cannot be. Therefore the starting point for the present matter is not property or due process of law, but that the defendant stood in confidential relations with the plaintiffs or one of them. These have given place to hostility, and the first thing to be made sure of is that the defendant shall not fraudulently abuse the trust reposed in him. It is the usual incident of confidential relations. If there is any disadvantage in the fact that he knew the plaintiffs' secrets, he must take the burden with the good.

"The injunction asked by the plaintiffs forbade only the disclosure of processes claimed by them, including the disclosure to experts or witnesses produced during the taking of proofs, but excepting the defendant's counsel. Some broader and ambiguous words that crept into the decree, seemingly by mistake, may be taken as stricken out and left on one side. This injunction would not prevent the defendant from directing questions that should bring out whatever public facts were nearest to the alleged secrets. Indeed, it is hard to see why it does not leave the plaintiffs' rights somewhat illusory. No very clear ground as yet has been shown for going further. But the judge who tries the case will know the secrets, and if, in his opinion and discretion, it should be advisable and necessary to take in others, nothing will prevent his doing so. It will be understood that if, in the opinion of the trial judge, it is or should become necessary to reveal the secrets to others, it will rest in the judge's discretion to determine whether, to whom and under what precautions the revelation should be made."